



Judicial Council of California

ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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RONALD M. GEORGE
Chief Justice of California
Chair of the Judicial Council

WILLIAM C. VICKREY
Administrative Director of the Courts

RONALD G. OVERHOLT
Chief Deputy Director

CHRISTINE M. HANSEN
Director, Finance Division

TO: POTENTIAL BIDDERS

FROM: Administrative Office of the Courts
Center for Families, Children & the Courts

DATE: May 10, 2005

SUBJECT/PURPOSE OF MEMO: REQUEST FOR PROPOSALS
Judicial Council Forms and Website Plain Language Project

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposals (“RFP”):

Project Title: Judicial Council Forms and Website Plain Language Project
RFP Number:

DEADLINE: **Proposals must be received by 1:00 p.m. on 05/24/2005**

SUBMISSION OF PROPOSAL: Proposals should be sent to:
Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden
455 Golden Gate Avenue
San Francisco, CA 94102

CONTACT FOR FURTHER INFORMATION: **NAME: Bonnie Hough, Attorney**
Center for Families Children and the Courts
TEL: 415-865-7668 FAX: 415-865-7217 E-MAIL: bonnie.hough@jud.ca.gov

CONTRACTING OFFICER **NAME: Ron Bacurin, Finance Division**
TEL: 415-865-7991 FAX: 415-865-4326 E-MAIL: ron.bacurin@jud.ca.gov

1.0 GENERAL INFORMATION

1.1 Background

The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (AOC) is the staff agency for the Council and assists both the Council and its chair in performing their duties.

1.2 Center for Families, Children & the Courts

The Center for Families, Children & the Courts (CFCC), a division of the AOC, will coordinate and direct this project. CFCC is responsible for the preparation and modification of Judicial Council forms (forms for family law, juvenile court, and domestic violence; foreign-language instructional forms in these fields; and other specialized forms, including “plain language” forms designed for use by self-represented litigants, interactive “fillable” forms that may be completed on computers, and interactive forms with special features making them accessible by persons with disabilities). The following website is provided as a reference. <http://www.courtinfo.ca.gov/programs/cfcc/programs/index.htm>

2.0 PURPOSE OF THIS RFP

- 2.1 The AOC seeks to identify and retain one or more qualified, non-exclusive service providers with expertise in translating legal documents/forms into “plain language” documents/forms on an as-needed basis.
- 2.2 This RFP is the means for allowing prospective service providers to 1) submit their qualifications and pricing structure and rates to the AOC to be considered for the award of a master agreement, and 2) provide a proposal for plain language translation/formatting of the forms specified in Attachment C using the proposed pricing structure. Service providers who are awarded contracts and who have established master agreements may be invited by the CFCC to submit quotes on future work orders as they arise. Please see Attachment B on page 45 for the work order process.

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2.3 This RFP is comprised of the following parts:

Cover Letter and RFP Information	Pages 1 - 9
Attachment A - Administrative Rules Governing Request For Proposals	Pages 10 - 17
Attachment B - Contract Terms	Pages 18 - 47
Attachment C - Forms	Pages 48 - 60
Attachment D - Style Guide	Pages 61 - 69

2.4 From time to time, the AOC may have a need for plain language translations and/or the formatting of certain Judicial Council forms, instructional materials, and content for the Online Self-Help Center, and the field testing of such forms, materials, and content. It is anticipated that up to approximately 19 forms may need plain language translation. Examples of Judicial Council forms can be viewed at <http://www.courtinfo.ca.gov/forms/> and <http://www.courtinfo.ca.gov/selfhelp/>.

2.5 At this time, the work consists of translation/formatting of six (6) forms that are provided in Attachment C. For the six (6) forms, bidders are requested to submit proposals for the plain language translation, formatting and field testing of the six (6) forms.

3.0 SCOPE OF SERVICES

The AOC anticipates that the contractor will provide the types of services hereunder, including, but not limited to translating, formatting, and field testing of plain language forms. Services to be performed for any future specific project will be determined at that time and communicated to vendors during the work order process as they arise. The AOC makes no representations hereunder about the amount of work that may be given to a contractor pursuant to this RFP; therefore, the information provided below is illustrative only to assist potential bidders in conceptualizing the anticipated services and deliverables to better estimate what resources would be required to produce them.

- 3.1. Services for the forms listed in Attachment C, starting on page 48, are expected to be performed by the consultant beginning on or about June 15, 2005 and are to be completed by December 31, 2005.
- 3.2. The following subsections outline the scope of services the consultant will be required to perform as applicable :

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- 3.2.1. The consultant shall provide plain language text translations that conform with the AOC's Plain Language Style Guide, which is Attachment D, starting on page 61 to this RFP.
- 3.2.2. The consultant shall provide drafts of translated plain language forms, within fifteen (15) business days of a request from the AOC transmitted by telephone, facsimile, or e-mail, or within four (4) business days in the event of an urgent request.
- 3.2.3. The consultant shall provide its completed translated documents/forms in Omniform® (a software product of Scansoft, Inc) format. Other formats that are acceptable, in a descending order of preference are: Microsoft Word®, Adobe Acrobat®, and Quark XPress®.
- 3.2.4. The consultant shall receive and transmit drafts of forms from and to the AOC by facsimile and by secure electronic file attachments to e-mail. The AOC customarily requires transmission of electronic file copies of draft forms to the AOC as pdf files.
- 3.2.5. The consultant shall participate in extensive revision processes with some revisions being prepared by consultant, and some revisions being prepared by AOC staff using AOC software. The consultant shall deliver its completed revisions to the AOC within five (5) business days. The revision process will be deemed completed when AOC staff is satisfied with the text of the form
- 3.2.6. When requested by the AOC, using procedures specified by the AOC, the consultant shall conduct field testing of plain language forms and provide the results of such testing to the AOC within ten (10) business days. The consultant shall advise AOC staff regarding the need for additional field testing of forms.
- 3.2.7. The consultant shall provide formatting of certain Judicial Council forms, instructional materials and content for the Online Self-Help Center (www.courtinfo.ca.gov/selfhelp). Such formatting shall conform to the format and appearance guidelines specified in Attachment D of this RFP. Examples of "plain language" forms may be seen under the adoption and domestic violence form categories on the California Courts Web site at www.courtinfo.ca.gov/forms.

4.0 SPECIFICS OF A RESPONSIVE PROPOSAL

The following information shall be included in the proposal and shall reference each paragraph number:

- 4.1 Name, address, telephone and fax numbers, and federal tax identification number. Note that if a sole proprietorship using its social security number is awarded a contract, the social security number will be required prior to finalizing a contract.
- 4.2 Four (4) copies plus one (1) original of the proposal signed by an authorized representative of the company, including name, title, address, and telephone number of one individual who is the responder's designated representative.
- 4.3 Resumes describing the background and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities. Electronic copies are required if so requested at a later date.
- 4.4 Describe key staff's knowledge of the requirements necessary to complete this project.
- 4.5 Names, addresses, and telephone numbers of a minimum of five (5) clients for whom the consultant has conducted similar services. The AOC may check references listed by the consultant.
- 4.6 Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the state's instructions, requirements of this RFP, and completeness and clarity of content.
- 4.7 Overall plan with time estimates, and methods to complete the services for the six (6) forms in Attachment C.
 - 4.7.1 Please specify the proposed process necessary to address the project objectives.
 - 4.7.2 Please specify the proposed project and team organization.
 - 4.7.3 Identify key employees and/or supervisors, who will be the designated contact persons with whom staff of the AOC will directly communicate

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concerning Judicial Council forms. Preference will be given to bidders whose designated contact persons are available during normal business hours in California (8 a.m. to 5 p.m., United States Pacific time) regardless of where they are located.

- 4.7.4 Please specify the proposed field testing process, including an explanation of the field testing tool to be used, and prior experience with that tool.
- 4.8 Please include samples of work, including copies of drafts from before and after conversion of plain language text and/or formatting. Samples of work will not be returned.
- 4.9 Please specify the software program(s) you would propose to use to prepare or modify the forms, including any software costs.
- 4.10 Please specify your capability to convert existing form files to the specified software program(s) you propose to use, or any other processes you propose for working with current forms files. You may examine Adobe® Portable Document Format (pdf) file copies of all current Judicial Council forms on the California Courts Web site at www.courtinfo.ca.gov/forms.
- 4.11 Please specify the format you propose to use to send electronic file copies of forms between you and the AOC, and all necessary software, including software costs.
- 4.12 Description of any background experience using legal terms and/or prior experience with legal forms. Experience with legal terms and/or legal forms is desirable.
- 4.13 Submittal of pricing as requested in Section 5.0, Fee Proposal.

5.0 FEE PROPOSAL

- 5.1 It is expected that all service providers responding to this RFP will offer the service provider's government or comparable favorable rates.
- 5.2 All fees proposed shall include personnel, materials, computer support, travel, lodging, per diem, and overhead rates. The method of payment to the consultant will be by cost reimbursement.

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5.3 Please provide your billing units of measure (UOM), e.g. hour, page, word, etc., and rate per UOM in the following table. Please be sure to include all potential pricing that could pertain to providing potential work to the AOC, if the AOC enters into a Master Agreement for your services. Use additional lines as necessary.

Billing Unit of Measure (UOM)	Rate Per UOM – Initial Term	Rate Per UOM – 1st Renewal Option Term	Rate Per UOM – 2nd Renewal Option Term

5.4 Attachment C, starting on page 48, contains the actual forms that are anticipated to require translation/formatting/field testing services. Using your billing unit of measure in 5.3 above, complete the following pricing matrices as applicable to the proposed services (the first line is an example only):

Fees for Plain Language Translation and Formatting

Form	Billing Unit of Measure	Rate per Billing Unit of Measure	Estimated Maximum Number of Units	Extended Amount
<i>Example Form</i>	<i>Hour</i>	<i>\$50</i>	<i>7</i>	<i>\$350.00</i>
Form #FL-100				
Form #FL-110				
Form # GC-110				
Form # GC-210				
Form # GC-212				
Form #GC-255				
Total (excluding example)				

6.0 RIGHTS

The AOC reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the proposal. One copy of a submitted proposal will be retained for official files and becomes a public record.

- The AOC reserves the right to develop and make available for public use a set of simple, “fillable” electronic Judicial Council at no cost to the public. The consultant

will have no ownership right in any of the forms produced or revised under the requirements of the contract contemplated by this RFP and cannot copyright them.

Only written responses will be accepted. Responses should be sent by registered or certified mail or by hand delivery. The consultant may send the AOC an advance copy by facsimile to the Project Manager at the fax number listed in Section 7.0, below. However, sending an advance copy by fax does not satisfy the submission requirements of paragraph 4.2.

7.0 PROJECT MANAGEMENT

7.1 The Project Manager for this RFP process is:

Bonnie Hough
Administrative Office of the Courts
Center for Families, Children & the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3660
415-865-4297 fax
bonnie.hough@jud.ca.gov

7.2 The estimated timeline for this RFP process is:

RFP issued	05/10/2005	
Questions/Requests for Clarifications Due	05/17/2005	
Responses Due	05/24/2005	
Demonstrations & Interviews Completed by	05/31/2005	(estimated)
Contract negotiated by	06/6/2005	(estimated)
Contract Period Begins	06/15/2005	(estimated)

8.0 EVALUATION OF PROPOSALS

Proposals will be evaluated by the AOC using the following criteria:

- a. Quality of samples of work product submitted.
- b. Quality of work plan submitted.
- c. Experience on similar assignments.
- d. Credentials of staff to be assigned to the project.
- e. Ability to meet timing requirements to complete the project.
- f. Reasonableness of cost projections or fee proposal.

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- g. Knowledge of legal terms and/or legal forms.
- h. Knowledge of software, programming, and technology applicable to form design and developments.
- i. References.

9.0 ADDITIONAL REQUIREMENTS

It may be necessary to interview prospective service providers to clarify aspects of their submittal. If conducted, interviews will likely be conducted by telephone conference call. The AOC will notify prospective service providers regarding the interview arrangements.

10.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES

Contracts with successful firms will be signed by the parties on a State of California Standard Agreement form and will include terms appropriate for this project. Generally, the terms of the contract will include, but are not limited to the terms and conditions in Attachment B, starting on page 18 of this RFP

Incorporated in this RFP, and attached as Attachment A, starting on page 10, is a document entitled “Administrative Rules Governing Requests for Proposals. Bidders shall follow these rules in preparation of their proposals.

ATTACHMENT A

JUDICIAL COUNCIL OF CALIFORNIA ADMINISTRATIVE OFFICE OF THE COURTS

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

A. General

1. This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive bidding procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for 75 days following the deadline for its submission.
2. In addition to explaining the Administrative Office of the Courts' (AOC's) requirements, the solicitation document includes instructions which prescribe the format and content of proposals.

B. Errors in the solicitation document

1. If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the AOC with written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of proposals by issuing an addendum to all vendors to whom the solicitation document was sent.
2. If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the AOC of the error, the vendor shall bid at its own risk, and if the vendor is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

C. Request for Clarifications or Modifications

1. Vendors interested in responding to the solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding Attachment A, to the Contracting Officer, as identified on the front section of the RFP. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. All questions and requests must be submitted in writing (email is authorized) to the Contracting Officer no later than the date specified in section 7.2, RFP Timeline. Questions or requests submitted after the due date will not be answered.

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2. Without disclosing the source of the question or request, a copy of the questions and the AOC's responses will be posted on the Courtinfo website.
3. If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

D. Ambiguity, Discrepancies, Omissions

1. If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Contracting Officer, listed in the front section of the RFP, written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting the addendum on the Courtinfo website.
2. If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the AOC of the error, the vendor shall propose at its own risk, and if the vendor is awarded the contract, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.
3. Written notification of any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document submitted after the Proposal due date and time will not be responded to by the AOC.

E. Contact with Judicial Branch Entities

Vendors are specifically directed NOT to contact any Judicial Branch entity personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award and execution of a contract. Unauthorized contact with any Judicial Branch entity personnel consultants may be cause for rejection of the vendor's proposal.

F. RFP Addenda

1. The AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum on the Courtinfo website. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Contracting Officer, listed in the front section of the RFP, no later than three (3) business days following the date the addendum posted on the AOC's website.
2. Proposer's proposal, including prices/fee rates offered, shall reflect all addenda issued by the AOC. Failure to do so will permit the AOC to interpret the proposal to include all addenda issued in any resulting contract.

G. Withdrawal and resubmission/modification of proposals

1. A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the vendor. The vendor may thereafter submit a new or modified proposal, provided that it is received at the AOC no later than the proposal due date and time listed on the cover letter of this RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed on the cover letter of this RFP.

H. Evaluation process

1. An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
2. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
3. Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.
4. Cost sheets will be checked only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible.
5. During the evaluation process, the AOC may require a vendor's representative to answer questions with regard to the vendor's proposal. Failure of a vendor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal nonresponsive.

I. Rejection of bids

The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a bid. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications. The AOC reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual vendors if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.

J. Award of contract

1. Award of contract, if made, will be in accordance with the solicitation document to a responsible vendor submitting a proposal compliant with all the requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the AOC.
2. The AOC reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.

K. Decision

Questions regarding the AOC's award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to the Contracting Officer, as set forth on the front section of the RFP.

L. Execution of contracts

1. The AOC will make a reasonable effort to execute any contract based on this solicitation document within 30 days of selecting a proposal that best meets its requirements. However, exceptions taken by a vendor may delay execution of a contract
2. A vendor submitting a proposal must be prepared to use a standard state contract form rather than its own contract form.

M. Protest Procedures

Failure of a vendor to comply with the protest procedures set forth in this section will render a protest inadequate and non-responsive, and will result in rejection of the protest.

1. Prior to Submission of Proposal

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An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal due date and time. The protestor shall have exhausted all administrative remedies, such as those specified in Section C, Request for Clarification or Modifications; Section D, Ambiguity, Discrepancies, Omissions; and Section F, RFP Addenda, as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

2. After Award

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document;
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers a competitive cost; and,
- c. The vendor believes that the AOC has incorrectly selected another vendor submitting a proposal for an award.

Protests must be received no later than five (5) business days after the protesting party receives a non-award letter.

3. Form of Protest

A vendor who is qualified to protest should submit the protest to the Contracting Officer at the address noted below.

Ron Bacurin
Contracting Officer
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3660

- a. The protest must be in writing and sent by certified, or registered mail, or **overnight delivery service (with proof of delivery)**, or

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delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.

- b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The AOC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the AOC will not consider such new grounds or new evidence.

4. Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the AOC will provide a written determination to the protestor prior to the Proposal due date and time. If required, the AOC may extend the Proposal due date and time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

5. Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the vendor within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

6. Appeals Process

The Contracting Officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal within five (5) calendar days of the issuance of the Contracting Officer's decision with the AOC's Business Services Manager, as set forth below.

Grant Walker
Business Services Manager
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3660

The justification for appeal is specifically limited to:

- a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
- b. The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- c. The decision of the Contracting Officer was in error of law or regulation.

The vendor's request for appeal shall include:

- a. The name, address telephone and facsimile numbers, and email address of the vendor filing the appeal or their representative;
- b. A copy of the Contracting Officer's decision;
- c. The legal and factual basis for the appeal; and
- d. The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the AOC's Business Services Manager will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the AOC's Business Services Manager shall constitute the final action of the AOC.

7. Protest Remedies

If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the

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good faith efforts of the parties, the extent of performance, the cost to the AOC and the Judicial Branch entities, the urgency of the procurement, and the impact of the recommendation(s) on the AOC and the Judicial Branch entities. The AOC may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-solicit the requirement;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

N. News releases

News releases pertaining to the award of a contract may not be made without prior written approval of the Business Services Manager of the AOC.

O. Disposition of materials

All materials submitted in response to this solicitation document will become the property of the State of California and will be returned only at the AOC's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.

P. Payment

1. Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.
2. **THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provide in the agreement between the AOC and the selected vendor. The AOC may withhold ten percent of each invoice until receipt and acceptance of the final product. The amount of the withhold may depend upon the length of the project and the payment schedule provide in the agreement between the AOC and the selected vendor.

ATTACHMENT B

CONTRACT TERMS

STANDARD PROVISIONS

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the State), and save harmless the State and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

2. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

3. Termination for Cause

The State may terminate this Agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the State may proceed with the Work in any manner it deems proper. The cost to the State to perform this Agreement shall be deducted from any sum due the Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand.

4. No Assignment

Without the written consent of the State, the Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

Time is of the essence in this Agreement.

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

7. Consideration

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

EXHIBIT __
SPECIAL PROVISIONS

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. **“Acceptance”** means the written acceptance issued to the Contractor by the State after the Contractor has completed a Deliverable, Submittal, or other Contract requirement, in compliance with the Contract Documents and the authorized Work Order, including without limitation, Exhibit __, Work Order Administration, and the Acceptance of the Work provision set forth in this Exhibit.
- B. **"Administrative Director"** refers to that individual, or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- C. **“Amendment”** means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (1) a change in the Work; (2) a change in Work Order Amount; (3) a change in time allotted for performance; and/or (4) an adjustment to the Agreement terms.
- D. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party

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rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.

- E. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form, including, without limitation, the Master Agreement and all related Work Orders. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement.**”
- F. “**Contract Counterpart**” means the several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, each representing this Agreement.
- G. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.
- H. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- I. “**Day**” means calendar day, unless otherwise specified.
- J. “**Deliverable(s)**” or “**Submittal(s)**” means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the State for acceptance.
- K. “**Force Majeure**” means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
 - i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- L. “**Key Personnel**” refers to the Contractor’s personnel named in Exhibit ___, Contractor’s Key Personnel, whom the State has identified and approved to perform the Work of the Contract.

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- M. “**Master Agreement**” means the component of the Agreement that sets forth the terms and conditions under which the State retains the Contractor and the Contractor will provide consulting Work by executing an individual Work Order, if any, for a particular Project and for a particular Work Order Amount.
- N. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- O. “**Notice**” means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- P. “**Plain Language**” shall mean employing a “plain English” vocabulary and sentences that are easy to understand. Meeting “Plain Language” criteria means maximizing “readability.” The average native English speaking American reads comfortably at the 5th grade level. To ensure that the translated documents reach the greatest number of readers, text must be appropriate for a 4th – 7th grade level range.
- Q. “**Project**” refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State’s representatives.
- R. The “**State**” refers to the Judicial Council of California / Administrative Office of the Courts (“**AOC**”). The State is one of the parties to this Agreement. The term State shall also include any individual designated to perform technical and/or administrative functions, as set forth herein.
- S. “**State Standard Agreement**” means the form used by the State to enter into agreements with other parties.
- T. “**Stop Work Order**” means the written Notice, delivered in accordance with this Agreement, by which the State may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit.
- U. “**Subcontractor**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement.

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When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term Subcontractor includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.

- V. **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- W. **“Term”** refers to the period defined by a beginning date and an end date, in accordance with the terms and conditions set forth in the Agreement, during which the Contractor is authorized to provide the Contract Work. The possible Terms of the Agreement are described further in this Exhibit’s paragraph 38, Agreement Term(s) and Options to Renew.
- X. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.
- Y. **“Work”** or **“Contract Work”** or **“Work to be Performed”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution and completion of the activities related to this Agreement to the satisfaction of the State. Work may also be defined to include Tasks, Deliverables, and/or Submittals required by the individual Work Order(s) that are performed or provided by the Contractor. The general nature of the Work of this Contract is for plain language translation, formatting, and field testing, as more particularly described in Exhibit __, Work Order Administration, and in any individual Work Order.
- Z. **“Work Order”** refers to a document, substantially in the form of Exhibit __, Attachment __, Work Order Form, that is used by the State to authorize Work pursuant to this Master Agreement. Each Work Order, if any, will include details about the nature of the Work the Contractor will perform, the timeline for completion of the Work, budget requirements, additional reporting guidelines, or other practical details. A Work Order is authorized when the State Standard Agreement form that is the first page of the Work Order has been bilaterally executed.
- AA. **“Work Order Amount”** refers to the amount of funds that is encumbered via the State Standard Agreement form that is the first page of each authorized Work Order. The amount that the State may pay to the Contractor for Work provided pursuant to each Work Order shall not exceed the Work Order Amount stated therein.

2. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the State's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit ____ .

3. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit ___, Standard Provisions paragraph 3, the State may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Work Order Amount.

4. State's Obligation Subject to Availability of Funds

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
 - i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement will terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

5. Stop Work

- A. The State may, at any time by written Notice as a Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.
- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The State shall make an equitable adjustment in the delivery schedule and/or the Work Order Amount, and the Agreement shall be modified, in writing, accordingly, if:
- i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and
 - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the State's Obligation Subject to Availability of Funds provision, as set forth under Exhibit __, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- D. The State shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

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6. Agreement Administration/Communication

- A. Under this Agreement, the Project Manager shall monitor and evaluate the Contractor's performance. The Project Manager for this Agreement is TBD. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager. Any Notice from the Contractor to the State shall be in writing and shall be delivered the Project Manager, as follows:

TBD
Administrative Office of the Courts
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

- B. Additionally, _____ can be contacted as follows:

_____ Fax: 415-865-_____
_____ Telephone: 415-865-_____
_____ E-mail: _____@jud.ca.gov

- C. Notice to the Contractor shall be directed in writing as follows:

Company
Attn
Address
City, State, Zip

- D. Additionally, _____ can be contacted as follows:

_____ Fax: _____
_____ Telephone: _____
_____ E-mail: _____

7. Authorization of Any Work Orders

The State does not guarantee that the Contractor will receive a specific volume of Work, a specific total Contract or Work Order Amount, or a specific order value under this Master Agreement. Additionally, there will be no limit on the number of Work Orders the State may issue under this Master Agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual Work Orders.

8. Acceptance of the Work

- A. The State's Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the State's Project

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Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.

- B. Acceptance Criteria for Work (“**Criteria**”) provided by the Contractor pursuant to this Agreement:
- i. Timeliness: The Work was delivered on time;
 - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract and all revisions requested by the State have been made;
 - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard); and
 - iv. Statutory compliance: The Work complies with legal / statutory standards and requirements regarding specific language and criteria that must be included in the form.
- C. The Contractor shall provide the Work to the State, in accordance with direction from the Project Manager. The State shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The State’s Project Manager shall use the Acceptance and Signoff Form, provided as Attachment 1 to Exhibit __, to notify the Contractor of the Work’s acceptability.
- D. If the State rejects the Work provided, the State’s Project Manager shall submit to the Contractor a written rejection using Attachment 1, the Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If the State rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
- E. If the Project Manager requests further change, the Contractor shall confer with the Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the AOC and a principal of the Contractor, as set forth in subparagraph F below.
- F. If agreement cannot be reached between the State’s Project Manager and the Contractor on the Work’s acceptability, a principal of the Contractor and the Administrative Director of the AOC, or its designee, shall confer to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the AOC, or its designee, and/or the Contractor fails

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to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the State may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the State may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit —.

9. Evaluation of Contractor

The State shall evaluate the Contractor's performance under the Agreement.

10. Confidentiality

- A. Both the State and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the State may disclose Confidential Information to the Contractor.
- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the State's Confidential Information on a "need to know" basis to employees and Subcontractors of the Contractor performing services for the State, which shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.
- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

11. Services Warranty

The Contractor warrants and represents that each of its employees, independent contractors or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder will conform to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.

12. Contractor's Personnel--Replacement

- A. The Contractor shall provide for the staffing requirements as set forth in Exhibit ___, Work Order Administration, and each Work Order, if any, prior to commencing any Work pertaining to the staffing requirements.
- B. The State reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the State under this Agreement if in the State's opinion, the performance of the Contractor's personnel is unsatisfactory. The State agrees to provide Notice to the Contractor in the event it makes such a determination. If the State exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- C. The Contractor shall endeavor to retain the same individuals on the Project during the performance of the Work of this Agreement. However, the Contractor may, with approval of the State's Program Manager, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time.
- D. If any of the Contractor's personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the State, the State may terminate this Agreement for cause pursuant to Standard Provisions paragraph 3, as set forth in Exhibit ___.

13. Subcontracting

The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the State agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

14. Permits and Licenses

The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

15. Copyrights and Rights

- A. For all products, including those other than publications, the State reserves the exclusive right to use and copyright, in whole or in part, the products produced with funding from the Agreement.

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- B. The Contractor agrees not to copyright any material produced with funding from the Agreement, unless the State gives the Contractor express permission to do so. If such permission is obtained and the material is copyrighted, the State will be given an exemption that reserves for it the right to use, duplicate, and disseminate the products without fee.

16. Ownership of Data & Materials

- A. Any interest of the Contractor in the Data and Materials prepared or collected by the Contractor in the performance of the Work of this Contract, in any form, whether in hard copy or stored computer files shall become the property of the State. Upon the State's written request, the Contractor shall provide the State with all these Data and Materials within thirty (30) Days of the request.
- B. The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data and Materials. The Contractor shall not publish or reproduce such Materials in any form, in whole or in part, or any manner or form, or authorize others to do so without the written consent of the State.
- C. Notwithstanding the foregoing, the parties acknowledge that the Contractor may, employ, disclose, provide or modify the Contractor's Technology in connection with the performance of the Work hereunder. The parties acknowledge and agree that the Contractor shall own all right, title, and interest, including without limitation, all rights under all copyright, patent, and other intellectual property laws, in and to the Contractor's Technology and the Contractor may employ, modify, disclose, and otherwise exploit the Contractor's Technology (including, without limitation, providing services or creating programming for other clients). Except as otherwise provided, upon full and final payment hereunder, the Data and Materials prepared or collected by the Contractor in the performance of the Work of this Contract, in any form, whether in hard copy or stored computer files related to this Project shall become the State's property. To the extent that any of the Contractor's Technology is contained in any of the Data and Materials resulting from the Work, the Contractor hereby grants the State, a royalty-free, fully paid, worldwide, non-exclusive license to use the Contractor's Technology in connection with the Data and Materials resulting from the Work hereunder. To the extent that the Contractor uses any of its property, including the Contractor's Technology or any hardware or software of the Contractor's in connection with the performance of the Work hereunder, such property shall remain the property of the Contractor and, except for the license expressly granted herein, the State shall acquire no right or interest in such property.
- D. The State shall have the right to use the Material and Data that result from the Work of this Agreement, as it deems appropriate, however the parties

acknowledge that the Work is intended for internal use of the State and its contingents. The State may use the Materials or Data in conjunction with other works or works at its sole discretion.

17. Protection of Proprietary Software and Other Proprietary Data

- A. The State agrees that all Data and Materials appropriately marked or identified by Contractor in writing as proprietary, and furnished hereunder, are provided for the State's exclusive use by the Contractor, or any Subcontractor or agent for the purposes of this Agreement only. All such proprietary Data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary Data are not disclosed to others, without prior written consent of the Contractor.
- B. The State will use reasonable efforts to insure, prior to disposing of any media, that any licensed Data and Materials contained thereon have been erased or otherwise destroyed.
- C. The State agrees that it will take appropriate action by instruction, agreement, or otherwise, with its employees or other persons permitted access to licensed software and other proprietary Data, to satisfy its obligations under this Agreement with respect to use, copying, modification, protection, and security of proprietary software and other proprietary Data.

18. Trade Secret, Patent and Copyright Indemnification

- A. The Contractor shall hold the Court and the State, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use by the State or the Court of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in connection with the Agreement.
- B. Should the Data, Materials, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Data or Materials, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Data or Materials by the State shall be prevented by injunction, the Contractor agrees to take back such Data or Materials and make every reasonable effort to assist the State in procuring substitute Data or Materials. If, in the sole option of the State, the return of such infringing Data or Materials makes the retention of other Data or Materials acquired from the Contractor under this Agreement impractical, the State shall then have the option of terminating this Agreement, or applicable portions

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thereof, without penalty or termination charge. The Contractor agrees to take back such Data or Materials and refund any sums that the State has paid the Contractor less any reasonable amount for use or damage.

- C. The Contractor shall have no liability to the Court or the State under any provision of this clause with respect to any claim of patent, copyright, or trade secret infringement which is based upon the following:
- i. The combination or utilization of Data and/or Materials furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
 - ii. The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or,
 - iii. The modification by the State of the equipment furnished hereunder or of the software; or,
 - iv. The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- D. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- E. The foregoing states the entire liability of the Contractor to the Court and the State with respect to infringement of patents, copyrights, or trade secrets.

19. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

20. Non-duplication of Agreement Fund Expenditures

The Contractor agrees that no ongoing or completed projects with the State, or other funding sources, duplicate or overlap any work contemplated or described in this Agreement. Any pending or proposed request for other funds that would duplicate or overlap work under this Agreement will be revised to exclude any such duplication of Agreement fund expenditures. Any such duplication of expenditures subsequently determined by audit will be subject to recovery by the State.

21. Federal and State Record Requirements

All records and documentation shall be maintained in accordance with federal and state requirements and shall be made available to state or federal personnel for the purpose of

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conducting audits of the Program. All information shall be safeguarded in accordance with federal law.

22. Retention of Records

The Contractor shall maintain all financial records, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law, a minimum retention period being no less than three (3) years and nine (9) months. The retention period shall start from the date of the submission of the final payment request. The Contractor is also obligated to protect records adequately against fire and other damage.

23. Audit

The Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the State under this Agreement. The Contractor further agrees to maintain such Data for a period of three (3) years and nine (9) months after final payment under this Agreement.

24. Right to Audit

- A. The Contractor shall permit all work product and records relating to performance, procedures, and billing to the State under this Agreement to be inspected and/or audited, at any reasonable time, by the authorized representative of any of the following or its designee:
 - i. The State,
 - ii. The California Department of Child Support Services,
 - iii. The Bureau of State Audits,
 - iv. The Federal Office of Child Support Enforcement, and
 - v. Any other federal government auditing agency.
- B. The right of each agency to inspect and/or audit the Agreement records is independent of whether or not any other independent audit or inspection has been performed.

25. Audit Compliance

The Contractor shall accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state and federal audit agencies that directly relate to the services to be performed under this Agreement. A draft of any reply shall be reviewed and approved for release by AOC Internal Audit prior to release to the cognizant entity. A copy of the final reply shall be submitted to AOC Internal Audit.

26. Limitation on Publication

The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the State without prior review and written permission by the State. The State review shall be completed within thirty (30) Days of submission to the Project Manager and, if permission is denied, the State shall provide its reasons for denial in writing.

27. Lobbying

Funds awarded to the Contractor shall not be used, indirectly or directly, to influence executive orders or similar promulgations by federal, state, or local agencies, or to influence the passage or defeat of any legislation by federal, state, or local legislative bodies.

28. Political Activity

The Contractor shall not contribute or make available Agreement Project funds, Project personnel, or equipment awarded by the Agreement to any political party or association or the campaign of any candidate for public or party office. The Contractor shall not use funds awarded to the Contractor in advocating or opposing any ballot measure, initiative, or referendum. Finally, neither the Contractor nor any Contractor employee shall intentionally identify the State with any partisan or nonpartisan political activity associated with a political party or association or campaign of any candidate for public or party office.

29. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

30. Insurance Requirements

- A. The Contractor shall maintain in full force during the full term of the Agreement, insurance in the following amounts and coverage:
 - i. Workers' Compensation/Employers' Liability that meet the statutory requirements of the state of residency.

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- ii. Comprehensive General Liability (GL) insurance coverage for projects covered by this Agreement with limits of liability not less than \$500,000.00 for each occurrence.
 - iii. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
 - iv. Professional Liability: Errors and Omissions; \$1,000,000.00 single occurrence and \$2,000,000.00 aggregate limit.
- B. The Contractor's Comprehensive General Liability and Comprehensive Automobile Liability Insurance policies shall be endorsed to provide the following:
- i. The State of California and its Officers, Agents, and Employees shall be named as additional insured.
 - ii. The policies shall be primary insurance to any other insurance available to the Additional Insureds with respect to any claims arising out of this Agreement, and the insurance shall apply separately to each insured against whom a claim is made or a suit is brought.
- C. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council, Administrative Office of the Courts, Contracting Officer, Finance Division 455 Golden Gate Ave., San Francisco, CA 94102.
- D. Upon request, the Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required insurance coverage and complete copies of each policy.
- E. Approval of the insurance by the State shall not relieve or decrease the Contractor's liability under this Agreement.
31. Conflict of Interest
- A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work

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of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Agreement.

- B. The Contractor certifies and shall require any Subcontractor to certify to the following:

Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

32. Covenant Against Gratuities

The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

33. National Labor Relations Board

By executing this Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

34. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Sections 8355 through Section 8357.

35. Nondiscrimination/Non Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age

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(over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, section 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, section 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

36. Americans with Disabilities Act

By signing this Agreement, Contractor assures the State that it complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

37. State and Federal Compliance

The parties to this Agreement shall comply with Title IV-D of the Social Security Act, implementing regulations, and all federal and state regulations and requirements promulgated thereunder.

38. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

39. Public Contract Code References

References to the Public Contract Code are provided for Contract's convenience only and shall not imply that the Public Contract Code applies to the AOC, but rather shall be used to define the Contractor's obligations under the particular contract provision in which such code section is referenced.

40. Limitation on State's Liability

The State shall not be responsible for loss of or damage to any non-State equipment arising from causes beyond the State's control.

41. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

42. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

43. Signature Authority

The parties signing this Agreement certify that they have proper authorization to do so.

44. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

45. Agreement Term(s) and Options to Renew

- A. Until this Agreement is mutually signed and delivered, none of the terms and conditions of this Agreement shall have any legal force or effect, and any such prior commencement of performance by the Contractor shall be at the Contractor's own risk; provided, however, following mutual execution and delivery of this Agreement, the terms and conditions of this Agreement shall be deemed to apply equally to both subsequent and prior performance.

- B. The Master Agreement shall remain in effect from _____ through _____ (“**Initial Term**”), unless otherwise set forth in writing, in accordance with the terms and conditions of the Master Agreement.
- C. The parties agree that the State may elect to extend the Master Agreement up to two (2) consecutive optional one-year Terms, identified as follows, if authorized in writing in accordance with the terms and conditions of the Master Agreement:
 - i. _____ through _____ (“**First Option Term**”).
 - ii. _____ through _____ (“**Second Option Term**”).
- D. In the event the State elects to exercise an option to extend the Master Agreement, as set forth in this provision, the parties will modify the Agreement via bilateral execution of the State’s Standard Agreement form.
- E. In the event any option Term is exercised under this Agreement, the rates applicable for each option Term shall be set forth in any subsequent Amendments to extend this Agreement. The parties agree that any rate, as set forth in Exhibit __, Payment Provisions, may be amended by the parties to a higher rate for the next subsequent consecutive Term for that item, as long as the negotiated rate does not increase more than three percent (3%) over rate for that item under the preceding Term.

46. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized officer of the State.

EXHIBIT __
PAYMENT PROVISIONS

2. Compensation for Contract Work

- A. For performing the Work of this Agreement as set forth in any Work Order, the State shall compensate the Contractor an amount not to exceed the Work Order Amount set forth in such Work Order.

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- B. Unless otherwise agreed upon by the parties, the rates set forth in Table 1, below, shall be used in a Work Order for one or more of the following purposes:
- i) The basis for determining the fixed price(s) for particular Task(s), Milestone(s), or Deliverable(s), which the State shall pay the Contractor upon completion and Acceptance of such Work;
 - ii) The basis for determining a lump sum amount, which the State shall pay the Contractor upon completion and Acceptance of all the Work of a Work Order; or,
 - iii) The basis for compensation, which the State shall pay the Contractor for actual costs expended to provide the Work.

Table 1: Rates For Each Term

Item	Initial Term Rates	First Option Term Rates	Second Option Term Rates

- C. The parties agree to amend the Agreement to replace the “TBD’s,” as set forth in Table 1, above, for each applicable option Term, with applicable rates, in accordance with Exhibit __, paragraph 45, Agreement Term(s) and Options to Renew.
- D. All rates must be set forth in the Agreement and shall be inclusive of any and all salary, associated benefits, overhead, profit, incidental materials, fees, and other costs necessary to perform the Work. Any Subcontractor rates must be set forth as fully burdened, inclusive of any mark-ups, as well.
- E. The Contractor shall not charge nor shall the State pay any overtime rate.
- F. The Contractor shall not request nor shall the State consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.

3. Compensation for Allowable Expenses

Unless otherwise set forth in a Work Order as inclusive in fixed price(s) or lump sum amount, the State shall reimburse the Contractor as follows:

A. Administrative and Operating Expenses

- i) The State shall reimburse the Contractor for itemized administrative and operating expenses associated with the Work of an individual Work Order that are reasonably incurred in performing this Agreement.
- ii) The Contractor shall keep and maintain original invoices, receipts and/or other documentation for these expenses, and provide them for review if requested by the State's Project Manager.
- iii) Administrative and operating expenses shall be reimbursed at the Contractor's cost with no mark-ups, and include postage, overnight delivery or courier services, Project website subscription costs, and long-distance telephone charges, and reproduction of documents distributed to the State.
- iv) Prior to incurring any expenses greater than **\$2,500.00**, the Contractor shall submit a detailed estimate of the expenses, for approval by the State's Project Manager.
- v) Overnight delivery and courier services shall be at the Contractor's cost with no mark-up.
- vi) The total amount the State may pay the Contractor for allowable administrative and operating expenses under any Work Order shall be included in the Work Order Amount that is set forth in the Work Order.

B. Transportation, Meals, and Lodging Expenses

- i) The State shall reimburse the Contractor for necessary transportation outside the regional business area where the office of the Contractor that his personnel are based, meals, lodging, and other travel-related expenses associated with the Work of individual Work Orders.
- ii) The Contractor shall keep and maintain original invoices and receipts for these expenses, and provide them for review if requested by the State's Project Manager.
- iii) The Contractor shall submit a written travel plan to the State's Project Manager, including estimated costs, for review and approval, at the beginning of the Project.
- iv) For necessary air transportation, the State will reimburse the Contractor for the actual cost incurred for coach class on a standard carrier.

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- v) The Contractor shall keep and maintain original invoices and receipts for these expenses, and provide them for review if requested by the State's Project Manager.
- vi) For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, the State will reimburse the Contractor for meal and lodging expenses in an amount not to exceed **\$110.00** per Day, plus sales tax. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~**\$6.00**; lunch~**\$10.00**; dinner~**\$18.00**; and/or incidentals~**\$6.00**. Hotel room rental shall be reimbursed for the actual cost not to exceed **\$110.00** per Day plus tax, if applicable.
- vii) For necessary private vehicle ground transportation usage, the State will reimburse the Contractor **\$0.34** per mile.
- viii) The total amount the State may pay the Contractor for allowable administrative and operating expenses under any Work Order shall be included in the Work Order Amount that is set forth in the Work Order. The total amount the State may pay the Contractor for allowable administrative and operating expenses under any Work Order shall be included in the Work Order Amount that is set forth in the Work Order.

4. Other Expenses

The State shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any administrative and operating expenses incurred during the performance of this Agreement.

5. Taxes

The State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

6. Method of Payment

- A. Upon providing the Work, Task(s), Milestone(s), and/or Deliverable(s), as set forth in a Work Order, but no more often than once a month, the Contractor shall submit an invoice for Work completed. In the event of multiple Work Orders, the Contractor shall provide a separate invoice for each Work Order. After receipt of invoice, the State will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

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B. The State will make payment in arrears after receipt of the Contractor's properly completed invoice. The Contractor shall submit detailed and precise billings. Invoices shall clearly indicate applicable lump sum amount, fixed price(s), or actual costs and/or expenses, in accordance with the terms of the Master Agreement and the applicable Work Order, for the preceding month and shall include:

- i) The Contract number;
- ii) The Work Order number;
- iii) Unique invoice number;
- iv) The Contractor's name and address;
- v) Taxpayer identification (the Contractor's federal employee identification number);
- vi) Description of the completed Work, Task(s), Milestone(s) performed, and/or Deliverable(s) provided, as appropriate;
- vii) Identification of the Key Personnel and other staff which provided the Work;
- viii) The dates and hours Work was actually provided, by Key Personnel, assigned other staff, Subcontractors, or for other items, as applicable;
- ix) The applicable contractual charges, including the appropriate rate, fixed price, lump sum amount, progress payment, or expenses, if allowable under this Contract;
- x) The appropriate receipts for reimbursement of allowable expenses, if the Work Order provides for reimbursement of allowable expenses; and,
- xi) Preferred remittance address, if different from the mailing address.

C. The Contractor shall submit one (1) original and two (2) copies of invoices to:

**Judicial Council of California
Administrative Office of the Courts
c/o Finance Division, Accounts Payable
455 Golden Gate Avenue
San Francisco, CA 94102-3660**

D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

7. Payment Does Not Imply Acceptance of Work

The granting of any payment by the State as provided in this Exhibit shall in no way lessen the liability of the Contractor to replace unsatisfactory Work or Material, even if

the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship that do not conform to Exhibit ___, Work to Be Performed, shall be rejected and shall be replaced by the Contractor without delay.

8. Disallowance

If the Contractor claims or receives payment from the State for a service or reimbursement that is later disallowed by the State, the Contractor shall promptly refund the disallowed amount to the State upon the State's request. At its option, the State may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

EXHIBIT ___
WORK TO BE PERFORMED

1. Background

A. The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (“AOC”) is the staff agency for the Judicial Council and assists both the Judicial Council and its chair in performing their duties.

B. The Center for Families, Children & the Courts (CFCC), a division of the AOC, will coordinate and direct this project. CFCC is responsible for the preparation and modification of Judicial Council forms (forms for family law, juvenile court, and domestic violence; foreign-language instructional forms in these fields; and other specialized forms, including “plain language” forms designed for use by self-represented litigants, interactive “fillable” forms that may be completed on computers, and interactive forms with special features making them accessible by persons with disabilities).

<http://www.courtinfo.ca.gov/programs/cfcc/programs/index.htm>

2. Summary of Work

The AOC anticipates that the Contractor may provide consulting expertise in the creation of Plain Language forms for the following purposes: (1) to provide drafting, layout, and

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other assistance to the Judicial Council in the development and production of plain language forms; and (2) to provide to CFCC electronic versions of these forms. The Contractor may provide the Plain Language text for Judicial Council child support governmental forms.

3. Specific Tasks

- A. As directed by the Project Manager, the Contractor shall provide Plain Language translation of the Family Law Forms – Governmental, listed on Attachment 2 of Exhibit __. The current AOC Style Guide will be provided for the Contractor’s reference.
- B. The Contractor can access all the Family Law Forms – Governmental on the California Courts Web site: <http://www.courtinfo.ca.gov/forms>.
- C. The Contractor will provide the Plain Language translation of the forms, as requested by the Project Manager, within either (i) five (5) business days of a request transmitted by telephone, facsimile, or e-mail, or (ii) two (2) business days of a request transmitted as an “urgent request.”
- D. The Contractor shall deliver existing Family Law Forms - Governmental in Microsoft® Word® and Adobe Acrobat® “.pdf” file format.
- E. The Contractor will receive and transmit drafts of the translated Family Law Forms – Governmental from and to the Project Manager by facsimile and by secure electronic file attachments to e-mail. The AOC requires transmission of electronic file copies of draft Family Law Forms – Governmental in Adobe Acrobat® “.pdf” file format.
- F. The Contractor will participate in extensive revision processes. The Contractor shall prepare some revisions and AOC staff shall also prepare some revisions, using AOC software. Revisions prepared by the Contractor will be due within three (3) business days of the request to revise. The revision process will be completed when AOC staff is satisfied with the text of the translated Family Law Forms – Governmental.

4. Specific Deliverables

The Contractor will complete and submit the following Deliverables by the due dates set forth in Exhibit ____:

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- A. Deliverable No. 1 TBD
- B. Deliverable No. 2 TBD
- C. Deliverable No. 3 TBD
- D. Deliverable No. 4 TBD
- E. Deliverable No. 5 TBD

5. Work Order Process

- A. From time to time, pursuant to RFP No. _____, for Plain Language Translation, the State will request a proposal from the contractor to propose the Work of a forthcoming project. Such a request will describe the nature and extent of the proposed project, its scope, preliminary schedule, and rough order of magnitude of individual components, plus identify the evaluation criteria and submittal information necessary for the State to award the selected firm a Work Order for the project.
- B. The Contractor will then prepare a proposal that includes an applicable scope of Work, and a schedule for completion of the Work, including due dates for applicable Milestones, Deliverables, and Tasks as well as identify Key Personnel, other staff, Subcontractors, and/or other items to provide for the proposed Work, including roles and applicable billing rates. The proposal shall include a budget that provides an estimate of all rates and expenses. The Contractor shall submit the proposal to the State's Project Manager within ten (10) business days of receiving the Work request. The proposal shall be binding for sixty (60) Days after receipt by the State's Project Manager.
- C. The State will evaluate the proposal and make a determination whether or not to award a Work Order. Based upon information provided in the proposal and the scope of the project, it will be determined if the Work shall be (i) reimbursable at contracted rates at actual cost or (ii) paid at fixed price(s) or a lump sum amount. Payment method will then be specified in the Work Order.
- D. If awarded a Work Order, final approval of the Work will be in the form of an executed Work Order in the form of the Work Order Form attached hereto as Attachment __ to Exhibit __.

6. Work Order Amount

- A. The parties shall use the appropriate rates for items from Exhibit __, Payment Provisions, including the Key Personnel, other staff, Subcontractors, and/or other items and associated rates and/or other costs proposed to determine appropriate fixed price(s), a lump sum amount, or cost reimbursement, and the appropriate pricing structure shall be incorporated into the Work Order.

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- B. In no event will the State pay more than the Work Order Amount set forth in the authorized Work Order unless the Work Order is amended.

7. Authorized Work Order

- A. All Work performed under this Agreement will be authorized only by a fully executed Work Order.
- B. The Contractor shall identify the Key Personnel, other staff, Subcontractors, and/or other items that will provide services on any particular Contract Work set forth in a Work Order. The Work Order will identify the appropriate assigned Key Personnel, other staff, Subcontractors, and/or other items. The Contractor and the State are not precluded from incorporating other agreed upon rates for different staff roles in a specific Work Order.
- C. A Work Order may include additional requirements as the specific Work may require and as the parties may agree.
- D. Once a Work Order is agreed upon, the State will provide multiple originals of the Work Order to the Contractor for signature. The Contractor will indicate acceptance of the Work Order by its signature on each of the Work Order forms and return the originals to the State within two (2) business days.
- E. If there is a need to revise the approved scope of Work, schedule, or price, the parties may agree to amend the Work Order or execute a new Work Order, executed in accordance with the terms and conditions of this Agreement. No Work Order shall amend the terms and conditions of the Master Agreement.
- F. Any commencement of performance of Work prior to the Contractor's receipt of the authorized Work Order shall be done so at the Contractor's own risk.
- G. All Work Orders are subject to the terms and conditions of the Master Agreement. In the event of a conflict between a Work Order and the Master Agreement, the Master Agreement shall prevail.

EXHIBIT __
ATTACHMENTS

This exhibit includes the following form(s):

Attachment 1, Acceptance & Signoff Form

**ATTACHMENT 1 TO EXHIBIT ____
ACCEPTANCE & SIGNOFF FORM**

Description of Work provided by Contractor:

Date submitted: _____

Work is:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Work.

3) Technically accurate: yes no. If no, please note corrections required.

4) Statutory Compliance accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Work is accepted.

Work is unacceptable as noted above.

Name: _____

Title: _____

Date: _____

ATTACHMENT C

This Attachment C is comprised of the following forms: Form #FL-100, Form #FL-110, Form #GC-110, Form # GC-210, Form # GC-212, Form #GC-255, which are illustrated on the following 12 pages. The files can be located and downloaded in PDF format from:
<http://www.courtinfo.ca.gov/cgi-bin/forms.cgi>.

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FL-100	
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
MARRIAGE OF PETITIONER: RESPONDENT:	
PETITION FOR <input type="checkbox"/> Dissolution of Marriage <input type="checkbox"/> Legal Separation <input type="checkbox"/> Nullity of Marriage	CASE NUMBER: <input type="checkbox"/> AMENDED

1. RESIDENCE (Dissolution only) Petitioner Respondent has been a resident of this state for at least six months and of this county for at least three months immediately preceding the filing of this *Petition for Dissolution of Marriage*.

2. STATISTICAL FACTS

a. Date of marriage: _____ c. Time from date of marriage to date of separation (specify):
 b. Date of separation: _____ Years: _____ Months: _____

3. DECLARATION REGARDING MINOR CHILDREN (include children of this relationship born prior to or during the marriage or adopted during the marriage):

a. There are no minor children.
 b. The minor children are:

<u>Child's name</u>	<u>Birthdate</u>	<u>Age</u>	<u>Sex</u>

c. Continued on Attachment 3b.

c. If there are minor children of the Petitioner and Respondent, a completed *Declaration Under Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA)* (form FL-105) must be attached.

d. A completed voluntary declaration of paternity regarding minor children born to the Petitioner and Respondent prior to the marriage is attached.

4. SEPARATE PROPERTY
 Petitioner requests that the assets and debts listed in *Property Declaration* (form FL-160) in Attachment 4
 below be confirmed as separate property.

<u>Item</u>	<u>Confirm to</u>

NOTICE: You may redact (black out) social security numbers from any written material filed with the court in this case other than a form used to collect child or spousal support.

Form Adopted for Mandatory Use
 Judicial Council of California
 FL-100 [Rev. January 1, 2005]

PETITION—MARRIAGE
 (Family Law)

Page 1 of 2
 Family Code, §§ 2330, 3409;
 www.courtinfo.ca.gov

American LegalNet, Inc.
 www.USCourtForms.com

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MARRIAGE OF <i>(last name, first name of parties):</i>	CASE NUMBER:
--	--------------

5. DECLARATION REGARDING COMMUNITY AND QUASI-COMMUNITY ASSETS AND DEBTS AS CURRENTLY KNOWN
- a. There are no such assets or debts subject to disposition by the court in this proceeding.
- b. All such assets and debts are listed in *Property Declaration* (form FL-160) in Attachment 5b.
 below *(specify)*:
6. **Petitioner requests**
- a. dissolution of the marriage based on
 (1) irreconcilable differences. (Fam. Code, § 2310(a).)
 (2) incurable insanity. (Fam. Code, § 2310(b).)
- b. legal separation of the parties based on
 (1) irreconcilable differences. (Fam. Code, § 2310(a).)
 (2) incurable insanity. (Fam. Code, § 2310(b).)
- c. nullity of void marriage based on
 (1) incestuous marriage. (Fam. Code, § 2200.)
 (2) bigamous marriage. (Fam. Code, § 2201.)
- d. nullity of voidable marriage based on
 (1) petitioner's age at time of marriage. (Fam. Code, § 2210(a).)
 (2) prior existing marriage. (Fam. Code, § 2210(b).)
 (3) unsound mind. (Fam. Code, § 2210(c).)
 (4) fraud. (Fam. Code, § 2210(d).)
 (5) force. (Fam. Code, § 2210(e).)
 (6) physical incapacity. (Fam. Code, § 2210(f).)
7. **Petitioner requests** that the court grant the above relief and make injunctive (including restraining) and other orders as follows:
- | | | Petitioner | Respondent | | Joint | Other |
|--|--------------------------|--------------------------|--------------------------|--|--------------------------|--------------------------|
| a. Legal custody of children to | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Physical custody of children to | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Child visitation be granted to | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> |
- As requested in form: FL-311 FL-312 FL-341(C) FL-341(D) FL-341(E) Attachment 7c.
- d. Determination of parentage of any children born to the Petitioner and Respondent prior to the marriage.
- e. Attorney fees and costs payable by
- f. Spousal support payable to (earnings assignment will be issued)
- g. Terminate the court's jurisdiction (ability) to award spousal support to Respondent.
- h. Property rights be determined.
- i. Petitioner's former name be restored to *(specify)*:
- j. Other *(specify)*:
- Continued on Attachment 7j.
8. **Child support**—If there are minor children born to or adopted by the Petitioner and Respondent before or during this marriage, the court will make orders for the support of the children upon request and submission of financial forms by the requesting party. An earnings assignment may be issued without further notice. Any party required to pay support must pay interest on overdue amounts at the "legal" rate, which is currently 10 percent.
9. **I HAVE READ THE RESTRAINING ORDERS ON THE BACK OF THE SUMMONS, AND I UNDERSTAND THAT THEY APPLY TO ME WHEN THIS PETITION IS FILED.**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

 (TYPE OR PRINT NAME)



 (SIGNATURE OF PETITIONER)

Date:

 (TYPE OR PRINT NAME)



 (SIGNATURE OF ATTORNEY FOR PETITIONER)

NOTICE: Dissolution or legal separation may automatically cancel the rights of a spouse under the other spouse's will, trust, retirement plan, power of attorney, pay on death bank account, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the right of a spouse as beneficiary of the other spouse's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports to determine whether they should be changed or whether you should take any other actions. However, some changes may require the agreement of your spouse or a court order (see Family Code sections 231–235).

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<h2 style="margin: 0;">SUMMONS (Family Law)</h2>		FL-110 CITACIÓN (Derecho familiar)
NOTICE TO RESPONDENT (Name): AVISO AL RESPONDEDOR (Nombre):		<small>FOR COURT USE ONLY (SÓLO PARA USO DE LA CORTE)</small>
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> You are being sued. <i>Lo están demandando.</i> </div>		
Petitioner's name is: Nombre del solicitante:		CASE NUMBER (NÚMERO DE CASO):
<p>You have 30 calendar days after this <i>Summons</i> and <i>Petition</i> are served on you to file a <i>Response</i> (form FL-120 or FL-123) at the court and have a copy served on the petitioner. A letter or phone call will not protect you.</p> <p>If you do not file your <i>Response</i> on time, the court may make orders affecting your marriage or domestic partnership, your property, and custody of your children. You may be ordered to pay support and attorney fees and costs. If you cannot pay the filing fee, ask the clerk for a fee waiver form.</p> <p>If you want legal advice, contact a lawyer immediately. You can get information about finding lawyers at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), at the California Legal Services Web site (www.lawhelpcalifornia.org), or by contacting your local county bar association.</p>	<p><i>Tiene 30 días corridos</i> después de haber recibido la entrega legal de esta Citación y Petición para presentar una Respuesta (formulario FL-120 ó FL-123) ante la corte y efectuar la entrega legal de una copia al solicitante. Una carta o llamada telefónica no basta para protegerlo.</p> <p><i>Si no presenta su Respuesta a tiempo, la corte puede dar órdenes que afecten su matrimonio o pareja de hecho, sus bienes y la custodia de sus hijos. La corte también le puede ordenar que pague manutención, y honorarios y costos legales. Si no puede pagar la cuota de presentación, pida al secretario un formulario de exención de cuotas.</i></p> <p><i>Si desea obtener asesoramiento legal, póngase en contacto de inmediato con un abogado. Puede obtener información para encontrar a un abogado en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en el sitio Web de los Servicios Legales de California (www.lawhelpcalifornia.org) o poniéndose en contacto con el colegio de abogados de su condado.</i></p>	
<p>NOTICE: The restraining orders on page 2 are effective against both spouses or domestic partners until the petition is dismissed, a judgment is entered, or the court makes further orders. These orders are enforceable anywhere in California by any law enforcement officer who has received or seen a copy of them.</p> <p>AVISO: Las órdenes de restricción que figuran en la página 2 valen para ambos cónyuges o pareja de hecho hasta que se despida la petición, se emita un fallo o la corte dé otras órdenes. Cualquier autoridad de la ley que haya recibido o visto una copia de estas órdenes puede hacerlas acatar en cualquier lugar de California.</p>		
<p>1. The name and address of the court are <i>(El nombre y dirección de la corte son)</i>:</p>		
<p>2. The name, address, and telephone number of the petitioner's attorney, or the petitioner without an attorney, are: <i>(El nombre, dirección y número de teléfono del abogado del solicitante, o del solicitante si no tiene abogado, son):</i></p>		
Date <i>(Fecha)</i> : _____ Clerk, by <i>(Secretario, por)</i> _____, Deputy <i>(Asistente)</i>		
[SEAL]	<p>NOTICE TO THE PERSON SERVED: You are served AVISO A LA PERSONA QUE RECIBIÓ LA ENTREGA: Esta entrega se realiza</p> <p>a. <input type="checkbox"/> as an individual. <i>(a usted como individuo.)</i></p> <p>b. <input type="checkbox"/> on behalf of respondent who is a <i>(en nombre de un respondedor que es):</i></p> <p>(1) <input type="checkbox"/> minor <i>(menor de edad)</i></p> <p>(2) <input type="checkbox"/> ward or conservatee <i>(dependiente de la corte o pupilo)</i></p> <p>(3) <input type="checkbox"/> other <i>(specify) (otro – especifique):</i></p> <p style="text-align: center;">(Read the reverse for important information.) (Lea importante información al dorso.)</p>	
<small>Form Adopted for Mandatory Use Judicial Council of California FL-110 [Rev. January 1, 2005]</small>		<small>Page 1 of 2 Family Code §§ 232, 233, 2040, 7700; Code of Civil Procedure, §§ 412.20, 416.60–416.90 www.courtinfo.ca.gov</small>

WARNING—IMPORTANT INFORMATION

WARNING: California law provides that, for purposes of division of property upon dissolution of a marriage or domestic partnership or upon legal separation, property acquired by the parties during marriage or domestic partnership in joint form is presumed to be community property. If either party to this action should die before the jointly held community property is divided, the language in the deed that characterizes how title is held (i.e., joint tenancy, tenants in common, or community property) will be controlling, and not the community property presumption. You should consult your attorney if you want the community property presumption to be written into the recorded title to the property.

STANDARD FAMILY LAW RESTRAINING ORDERS

Starting immediately, you and your spouse or domestic partner are restrained from

1. removing the minor child or children of the parties, if any, from the state without the prior written consent of the other party or an order of the court;
2. cashing, borrowing against, canceling, transferring, disposing of, or changing the beneficiaries of any insurance or other coverage, including life, health, automobile, and disability, held for the benefit of the parties and their minor child or children;
3. transferring, encumbering, hypothecating, concealing, or in any way disposing of any property, real or personal, whether community, quasi-community, or separate, without the written consent of the other party or an order of the court, except in the usual course of business or for the necessities of life; and
4. creating a nonprobate transfer or modifying a nonprobate transfer in a manner that affects the disposition of property subject to the transfer, without the written consent of the other party or an order of the court. Before revocation of a nonprobate transfer can take effect or a right of survivorship to property can be eliminated, notice of the change must be filed and served on the other party.

You must notify each other of any proposed extraordinary expenditures at least five business days prior to incurring these extraordinary expenditures and account to the court for all extraordinary expenditures made after these restraining orders are effective. However, you may use community property, quasi-community property, or your own separate property to pay an attorney to help you or to pay court costs.

ADVERTENCIA – INFORMACIÓN IMPORTANTE

ADVERTENCIA: De acuerdo a la ley de California, las propiedades adquiridas por las partes durante su matrimonio o pareja de hecho en forma conjunta se consideran propiedad comunitaria para los fines de la división de bienes que ocurre cuando se produce una disolución o separación legal del matrimonio o pareja de hecho. Si cualquiera de las partes de este caso llega a fallecer antes de que se divida la propiedad comunitaria de tenencia conjunta, el destino de la misma quedará determinado por las cláusulas de la escritura correspondiente que describen su tenencia (por ej., tenencia conjunta, tenencia en común o propiedad comunitaria) y no por la presunción de propiedad comunitaria. Si quiere que la presunción comunitaria quede registrada en la escritura de la propiedad, debería consultar con un abogado.

ÓRDENES DE RESTRICCIÓN NORMALES DE DERECHO FAMILIAR

En forma inmediata, usted y su cónyuge o pareja de hecho tienen prohibido:

1. Llevarse del estado de California a los hijos menores de las partes, si los hubiere, sin el consentimiento previo por escrito de la otra parte o una orden de la corte;
2. Cobrar, pedir prestado, cancelar, transferir, deshacerse o cambiar el nombre de los beneficiarios de cualquier seguro u otro tipo de cobertura, tal como de vida, salud, vehículo y discapacidad, que tenga como beneficiario(s) a las partes y su(s) hijo(s) menor(es);
3. Transferir, gravar, hipotecar, ocultar o deshacerse de cualquier manera de cualquier propiedad, inmueble o personal, ya sea comunitaria, cuasicomunitaria o separada, sin el consentimiento escrito de la otra parte o una orden de la corte, con excepción las operaciones realizadas en el curso normal de actividades o para satisfacer las necesidades de la vida; y
4. Crear o modificar una transferencia no testamentaria de manera que afecte el destino de una propiedad sujeta a transferencia, sin el consentimiento por escrito de la otra parte o una orden de la corte. Antes de que se pueda eliminar la revocación de una transferencia no testamentaria, se debe presentar ante la corte un aviso del cambio y hacer una entrega legal de dicho aviso a la otra parte.

Cada parte tiene que notificar a la otra sobre cualquier gasto extraordinario propuesto, por lo menos cinco días laborales antes de realizarlo, y rendir cuenta a la corte de todos los gastos extraordinarios realizados después de que estas órdenes de restricción hayan entrado en vigencia. No obstante, puede usar propiedad comunitaria, cuasicomunitaria o suya separada para pagar a un abogado o para ayudarle a pagar los costos de la corte.

Request For Proposal
 Judicial Council Forms and Website Plain Language Project

GC-110

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):		TELEPHONE AND FAX NOS:	FOR COURT USE ONLY
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF			
STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:			
TEMPORARY <input type="checkbox"/> GUARDIANSHIP <input type="checkbox"/> CONSERVATORSHIP OF (Name):		<input type="checkbox"/> MINOR <input type="checkbox"/> CONSERVATEE	
PETITION FOR APPOINTMENT OF TEMPORARY <input type="checkbox"/> GUARDIAN <input type="checkbox"/> CONSERVATOR <input type="checkbox"/> Person <input type="checkbox"/> Estate			CASE NUMBER:

1. **Petitioner (name of each):** _____ **requests that**
 a. (Name and address): _____

be appointed temporary guardian conservator of the PERSON of the
 minor proposed conservatee and Letters issue upon qualification.

b. (Name and address): _____

be appointed temporary guardian conservator of the ESTATE of the
 minor proposed conservatee and Letters issue upon qualification.

c. (1) bond not be required for the reasons stated in Attachment 1c.

(2) \$ _____ bond be fixed. It will be furnished by an admitted surety insurer or as otherwise provided by law.
 (Specify reasons in Attachment 1c if the amount is different from maximum required by Probate Code section 2320.)

(3) \$ _____ in deposits in a blocked account be allowed. Receipts will be filed. (Specify institution and location): _____

d. the powers specified in Attachment 1d be granted in addition to the powers provided by law.

e. an order be granted dispensing with notice to the minor proposed conservatee minor's mother
 minor's father other person having a visitation order for the reasons stated in Attachment 1e. (Identify each by name and relationship.)

f. other orders be granted (specify in Attachment 1f).

2. The minor proposed conservatee is (name): _____

Present address: _____

Telephone: _____

3. The minor proposed conservatee requires a temporary guardian conservator to provide for temporary care, maintenance, and support protect property from loss or injury because (facts are specified below specified in Attachment 3): _____

(Continued on reverse)

Form Approved by the
 Judicial Council of California
 GC-110 [Rev. January 1, 1998]
 Mandatory Form [1/1/2000]

**PETITION FOR APPOINTMENT OF
 TEMPORARY GUARDIAN OR CONSERVATOR**

Probate Code, § 2250

American LegalNet, Inc.
 www.USCourtForms.com

Request For Proposal
 Judicial Council Forms and Website Plain Language Project

TEMPORARY <input type="checkbox"/> GUARDIANSHIP <input type="checkbox"/> CONSERVATORSHIP OF (Name): _____ _____ <input type="checkbox"/> MINOR <input type="checkbox"/> CONSERVATEE	CASE NUMBER: _____
--	--------------------

4. The temporary guardianship conservatorship is required
- a. pending the hearing on the petition for appointment of a general guardian conservator.
- b. pending the appeal under Probate Code section 2750.
- c. during the suspension of powers of the guardian conservator.

5. Character and estimated value of the property of the estate:

- a. Personal property: \$ _____
- b. Annual gross income from all sources, including real and personal property, wages, pensions, and public benefits: \$ _____
- Total:** \$ _____

6. CHANGE OF RESIDENCE OF PROPOSED CONSERVATEE

- a. Petitioner requests that the residence of the proposed conservatee be changed to (address):

The proposed conservatee will suffer irreparable harm if his or her residence is not changed as requested and no means less restrictive of the proposed conservatee's liberty will suffice to prevent the harm because (precise reasons are stated below stated in attachment 6a):

- b. The proposed conservatee must be removed from the State of California to permit the performance of the following non-psychiatric medical treatment essential to the proposed conservatee's physical survival. The proposed conservatee consents to this medical treatment. (Facts and place of treatment are specified below specified in Attachment 6b.)

c. (Change of residence only) The proposed conservatee

- (1) will attend the hearing.
- (2) is able but unwilling to attend the hearing, does not wish to contest the establishment of a conservatorship, does not object to the proposed conservator, and does not prefer that another person act as conservator.
- (3) is unable to attend the hearing because of medical inability. An affidavit or certificate of a licensed medical practitioner or an accredited religious practitioner is affixed as Attachment 6c.
- (4) is not the petitioner, is out of state, and will not attend the hearing.

- d. (Change of residence only) Filed with this petition is a proposed Order Appointing Court Investigator (form GC-330).

7. Petitioner believes the minor proposed conservatee will will not attend the hearing.

8. Number of pages attached: _____

Date:

*(Signature of petitioner also required (Prob. Code, § 1020).)

▶ _____
 (SIGNATURE OF ATTORNEY *)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

.....
 (TYPE OR PRINT NAME)

▶ _____
 (SIGNATURE OF PETITIONER)

.....
 (TYPE OR PRINT NAME)

▶ _____
 (SIGNATURE OF PETITIONER)

Request For Proposal
 Judicial Council Forms and Website Plain Language Project

GUARDIANSHIP OF (Name): _____ <div style="text-align: right; font-size: small;">MINOR</div>	CASE NUMBER: _____
---	-----------------------

8. Petitioner has has no knowledge that the minor is receiving public assistance benefits (specify in Attachment 8).
 9. Petitioner has has no knowledge that there are any adoption, juvenile court, marriage dissolution, domestic relations, custody, or other similar proceedings affecting the minor (specify in Attachment 9).

10. Petitioner, with intent to adopt, has accepted or intends to accept physical care or custody of the minor.
 11. A person other than the proposed guardian has been nominated by will other nomination (nomination affixed as Attachment 11) (specify name and address):
 12. **Character and estimated value of property of the estate:**
 Personal property: \$ _____
 Annual gross income from all sources, including real and personal property, wages, pensions, and public benefits: \$ _____
Total: \$ _____
 Real property: \$ _____

13. Appointment of a guardian of the person estate of the minor is necessary and convenient for the reasons stated in Attachment 13. Parental custody of the minor would be detrimental for the reasons stated in Attachment 13.

14. Granting the proposed guardian of the estate powers to be exercised independently under Probate Code section 2590 would be to the advantage and benefit and in the best interest of the guardianship estate. Powers and reasons are specified in Attachment 14.

15. Notice to the persons named in Attachment 15 should be dispensed with under Probate Code section 1511 because they cannot with reasonable diligence be given notice (specify names and efforts to locate in Attachment 15) the giving of notice would be contrary to the interest of justice (specify names and reasons in Attachment 15).

16. (Complete this section only for a petition, other than one for appointment of a guardian of the estate only, filed by a person who is not related to the minor.)

- a. Petitioner is the proposed guardian and will promptly furnish all information requested by any agency referred to in Probate Code section 1543.
 Petitioner is not the proposed guardian. A statement by the proposed guardian that he or she will promptly furnish all information requested by any agency referred to in Probate Code section 1543 is affixed as Attachment 16a.

- b. The proposed guardian's home is is not a licensed foster family home.

- c. The proposed guardian has never filed any petition for adoption of the minor except as specified in Attachment 16c.

17. Filed with this petition are the following (see Judicial Council forms GC-211, GC-110, and MC-150):
 Consent of Proposed Guardian Waiver of Notice and Consent
 Nomination of Guardian Petition for Appointment of Temporary Guardian
 Declaration Under Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA)

18. The names, residence addresses, and relationships of the father, mother, spouse, brothers, sisters, grandparents, and children of the minor, so far as known to petitioner, are as follows:

	<u>Relationship and name</u>	<u>Residence address</u>
a. Father:		
b. Mother:		
c. Grandparents:		
d.		
e. <input type="checkbox"/> List of names and addresses continued in Attachment 18.		

19. Number of pages attached: _____
 Date: _____

*(Signature of all petitioners also required (Prob. Code, § 1020).)
 _____ (SIGNATURE OF ATTORNEY *)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

.....
 (TYPE OR PRINT NAME) _____ (SIGNATURE OF PETITIONER)

.....
 (TYPE OR PRINT NAME) _____ (SIGNATURE OF PETITIONER)

Request For Proposal
 Judicial Council Forms and Website Plain Language Project

CONFIDENTIAL (DO NOT ATTACH TO PETITION)		GC-212	
<p>ATTORNEY OR PARTY WITHOUT ATTORNEY <i>(Name, state bar number, and address):</i></p> <p>TELEPHONE NO.: _____ FAX NO. <i>(Optional):</i> _____</p> <p>E-MAIL ADDRESS <i>(Optional):</i> _____</p> <p>ATTORNEY FOR <i>(Name):</i> _____</p>	<p>FOR COURT USE ONLY</p>		
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</p>			
<p>STREET ADDRESS: _____</p> <p>MAILING ADDRESS: _____</p> <p>CITY AND ZIP CODE: _____</p> <p>BRANCH NAME: _____</p>			
<p>GUARDIANSHIP OF <i>(Name):</i> _____ MINOR</p>			
<p>CONFIDENTIAL GUARDIAN SCREENING FORM</p> <p>Guardianship of <input type="checkbox"/> Person <input type="checkbox"/> Estate</p>		<p>CASE NUMBER: _____</p>	
<p>Each proposed guardian shall submit this screening form with the guardianship petition. <i>This form shall remain confidential.</i></p>			
<p>How This Form Will Be Used</p> <p>This form is confidential and will not be a part of the public file in this case. You are required to complete and submit this form to the court under rule 7.1001 of the California Rules of Court. The information you provide will be used by the court and by persons and agencies designated by the court to assist the court in determining whether to appoint you as guardian. You must provide a response to each item.</p>			
<p>1. a. Proposed guardian (name): b. Date of birth: c. Social security number: d. Driver's license number: _____ State: _____ e. Telephone numbers: Home: _____ Work: _____ Other: _____</p>			
<p>2. <input type="checkbox"/> I am <input type="checkbox"/> I am not required to register as a sex offender under California Penal Code section 290. <i>(If you are, explain in Attachment 2.)</i></p>			
<p>3. <input type="checkbox"/> I have <input type="checkbox"/> I have not been charged with, arrested for, or convicted of a crime deemed to be a felony or a misdemeanor. <i>(If you have, explain in Attachment 3.)</i> <input type="checkbox"/> Check here if you have been arrested for drug or alcohol-related offenses.</p>			
<p>4. <input type="checkbox"/> I have <input type="checkbox"/> I have not had a restraining order or protective order filed against me in the last 10 years. <i>(If you have, explain in Attachment 4.)</i></p>			
<p>5. <input type="checkbox"/> I am <input type="checkbox"/> I am not receiving services from a psychiatrist, psychologist, or therapist for a mental health-related issues. <i>(If you are, explain in Attachment 5.)</i></p>			
<p>6. Do you or does any other person living in your home have a social worker or parole or probation officer assigned to him or her? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, explain in Attachment 6 and provide the name and address of each social worker, parole officer, or probation officer.)</i></p>			
<p>7. Have you or has any other person living in your home been charged with, arrested for, or convicted of any form of child abuse, neglect, or molestation? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, explain in Attachment 7.)</i></p>			
<p>8. Are you aware of any reports alleging any form of child abuse, neglect, or molestation made to any agency charged with protecting children (e.g., Child Protective Services) or any other law enforcement agency regarding you or any other person living in your home? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, explain in Attachment 8 and provide the name and address of each agency.)</i></p>			
<p><small>(Continued on reverse)</small></p>			
<p><small>Form Adopted for Mandatory Use Judicial Council of California GC-212 [New January 1, 2001]</small></p>	<p>CONFIDENTIAL GUARDIAN SCREENING FORM (Probate Guardianship)</p>		<p><small>Probate Code, § 1516; Family Code, § 3011; Cal. Rules of Court, rule 7.1001 American LegalNet, Inc. www.USCourtForms.com</small></p>

Request For Proposal
 Judicial Council Forms and Website Plain Language Project

CONFIDENTIAL

GUARDIANSHIP OF (Name): _____	MINOR	CASE NUMBER: _____
-------------------------------	-------	--------------------

9. Have you or has any other person living in your home habitually used any illegal substances or abused alcohol?
 Yes No *(If yes, explain in Attachment 9.)*

10. Have you or has any other person living in your home been charged with, arrested for, or convicted of a crime involving illegal substances or alcohol?
 Yes No *(If yes, explain in Attachment 10.)*

11. Do you or does any other person living in your home suffer from mental illness?
 Yes No *(If yes, explain in Attachment 11.)*

12. Do you suffer from any physical disability that would impair your ability to perform the duties of guardian?
 Yes No *(If yes, explain in Attachment 12.)*

13. I have or may have I do not have an adverse interest that the court may consider to be a risk to, or to have an effect on, my ability to faithfully perform the duties of guardian. *(If you have or may have, explain in Attachment 13.)*

14. I have I have not previously been appointed guardian, conservator, executor, or fiduciary in another proceeding. *(If you have, explain in Attachment 14.)*

15. I have I have not been removed as guardian, conservator, executor, or fiduciary in any other case. *(If you have, explain in Attachment 15.)*

16. I have I have not filed for bankruptcy protection within the last 10 years. *(If you have, explain in Attachment 16.)*

MINORS' CONTACT INFORMATION

17. Minor's name: Home tel.:	School: School tel.:	Other tel.:
18. Minor's name: Home tel.:	School: School tel.:	Other tel.:
19. Minor's name: Home tel.:	School: School tel.:	Other tel.:

Information on additional minors is attached.

DECLARATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

_____ <small>(TYPE OR PRINT NAME)</small>		_____ <small>(SIGNATURE OF PROPOSED GUARDIAN*)</small>
--	--	---

*Each proposed guardian must fill out and file a separate screening form.

Request For Proposal
 Judicial Council Forms and Website Plain Language Project

GC-255	
ATTORNEY OR PARTY WITHOUT ATTORNEY <i>(Name, state bar number, and address)</i> TELEPHONE NO.: _____ FAX NO.: _____ ATTORNEY FOR <i>(Name)</i> : _____ SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	FOR COURT USE ONLY CASE NUMBER: _____
GUARDIANSHIP OF THE <input type="checkbox"/> PERSON <input type="checkbox"/> ESTATE OF <i>(Name)</i> : _____ <div style="text-align: right;">MINOR</div>	
PETITION FOR TERMINATION OF GUARDIANSHIP	

1. **Petitioner** *(name)*: _____ **requests that**

a. the guardianship of the PERSON of *(minor)*: _____ be terminated.

b. the guardianship of the ESTATE of *(minor)*: _____ be terminated.

(1) The estate has been entirely exhausted through expenditures or disbursements (Probate Code, § 2626).

(2) The estate falls within the provisions of Probate Code section 2628(b) (small estate), and no accounts have been required.

(3) Other *(specify)*: _____

2. Petitioner is the minor minor's guardian minor's parent.

3. *(Name)*: _____ was appointed guardian of the PERSON on *(date)*: _____

4. *(Name)*: _____ was appointed guardian of the ESTATE on *(date)*: _____

5. It is no longer necessary that the minor have a guardian of the person estate and the best interests of the minor require termination of the guardianship for the reasons stated in Attachment 5 stated below *(specify)*: _____

6. A request for special notice

a. has not been filed.

b. has been filed and notice will be given to *(names)*: _____

7. Notice to the persons identified in Attachment 7 should be dispensed with because

a. they cannot with reasonable diligence be given notice *(specify names and efforts to locate in Attachment 7)*.

b. other good cause exists to dispense with notice *(specify names and reasons in Attachment 7)*.

(Continued on reverse)

NOTICE: Guardianships terminate automatically at age 18. No petition or court order is necessary to terminate the guardianship. Nevertheless, if this is a guardianship of the estate, termination of the guardianship does not eliminate the requirement that a final report or account be filed. (See Probate Code, § 1600.)

Form Approved by the
 Judicial Council of California
 GC-255 [New July 1, 1998]
 Mandatory Form [1/1/2000]

PETITION FOR TERMINATION OF GUARDIANSHIP

Probate Code, §§ 1460,
 1601, 2626, 2627, 2630

 American LegalNet, Inc.
 www.USCourtForms.com

Request For Proposal
 Judicial Council Forms and Website Plain Language Project

GUARDIANSHIP OF THE <input type="checkbox"/> PERSON <input type="checkbox"/> ESTATE OF (Name): _____ <div style="text-align: right; margin-top: 10px;">MINOR</div>	CASE NUMBER: _____
--	-----------------------

8. The names and residence addresses of the guardian, minor, and minor's parents, brothers, sisters, and grandparents are as follows:

- | | |
|---|--|
| a. Guardian:

b. Minor:

c. Father:

d. Mother:

e. Brother or sister:

f. Brother or sister: | g. Brother or sister:

h. Maternal grandfather:

i. Maternal grandmother:

j. Paternal grandfather:

k. Paternal grandmother:

l. <input type="checkbox"/> Additional names and addresses continued in Attachment 8. |
|---|--|

9. Number of pages attached: _____

Date: _____

*(Signature of all petitioners also required (Prob. Code, § 1020).)

 (SIGNATURE OF ATTORNEY *)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

.....
 (TYPE OR PRINT NAME)

 (SIGNATURE OF PETITIONER)

.....
 (TYPE OR PRINT NAME)

 (SIGNATURE OF PETITIONER)

CONSENT TO TERMINATION AND WAIVER OF NOTICE

I consent to the termination of the guardianship of the person estate of the minor and waive notice of the hearing on this petition.

Date: (TYPE OR PRINT NAME)	_____ (SIGNATURE OF <input type="checkbox"/> MINOR* <input type="checkbox"/> GUARDIAN <input type="checkbox"/> PARENT <input type="checkbox"/> OTHER)
Date: (TYPE OR PRINT NAME)	_____ (SIGNATURE OF <input type="checkbox"/> MINOR* <input type="checkbox"/> GUARDIAN <input type="checkbox"/> PARENT <input type="checkbox"/> OTHER)
Date: (TYPE OR PRINT NAME)	_____ (SIGNATURE OF <input type="checkbox"/> MINOR* <input type="checkbox"/> GUARDIAN <input type="checkbox"/> PARENT <input type="checkbox"/> OTHER)
Date: (TYPE OR PRINT NAME)	_____ (SIGNATURE OF <input type="checkbox"/> MINOR* <input type="checkbox"/> GUARDIAN <input type="checkbox"/> PARENT <input type="checkbox"/> OTHER)

Additional signatures on attachment.
 * Minor over 12 years of age.

Request For Proposal
Judicial Council Forms and Website Plain Language Project

ATTACHMENT D

This Attachment D is comprised of the Plain Language Forms Style Guide (February 7, 2005 version) and consists of the following 8 pages.

Plain-Language Forms

February 7, 2005

GENERAL SPECIFICATIONS

Margins

Left, right, and top: .5 inch
Bottom: .5 inch from last text

Fonts

Plain-language forms use both Arial and Times New Roman, in varying sizes. Apostrophes and quotation marks are straight in Arial and curly or “smart” in Times New Roman.

Horizontal Spacing Between Elements

Leave two spaces between elements. For example: a. Text

CAPTION

Header (page 1, top left)

a. Form number

For two-letter forms (for example, JV-295; DV-100): *18-point bold Arial*, white, centered in black box; for multiletter forms (for example, ADOPT-200): *16-point bold Arial*, white, centered in black box. The box is .358 inch high by 1.467 inches wide.

b. Form title

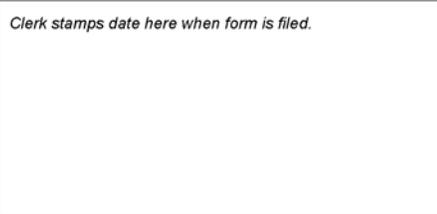
The title is *14-point bold Arial* with 14-point spacing, flush left, centered vertically on the form number box. Leave 0.125 space between form number box and the form title.

c. Line below header

The line is 2 points. Leave .08 vertical space between box bottom and line bottom.

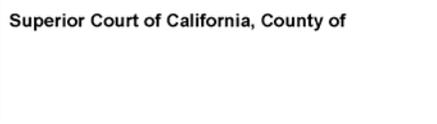
Court Information Boxes (top right)

Clerk stamps date here when form is filed.



Fill in court name and street address:

Superior Court of California, County of



Clerk fills in case number when form is filed. (Original filing)

Fill in case number: (Subsequent papers)

Case Number:



a. Instructions inside clerk stamp box and above court box and case number box

The text is *8-point italic Arial* with single spacing.

b. Headings inside court box and case number box

The text is *9-point bold Arial* with automatic spacing.

c. Borders of boxes

The borders are 1 point.

d. Clerk stamp box

The box is 2 inches high by 2.5 inches wide.

e. Court box

The box is 1.125 inches high by 2.5 inches wide.

f. Case number box

The box is .5 inch high by 2.5 inches wide.

Header on Subsequent Pages (top)

a. Identifier

The text is *12-point Times New Roman* with 14-point spacing, flush left.

Your name: _____

b. Heading inside case number box

The text is *9-point bold Arial* with automatic spacing. Leave .08 vertical space between box bottom and line bottom.

c. Border of case number box

The border is 1 point. Please note: The blank for “Your name” and the bottom side of the case number box should align.

d. Line below header

The line is 2 points. Leave .08 vertical space between box bottom and line bottom.

BODY OF FORM

Font

a. Body copy

Leave a .10 space between the rule at the top and the start of the form text.

The text is *11-point Times New Roman* with 14-point spacing, flush left. The font is the same for information sheets. Leave 1 blank line between items and subitems.

- Times New Roman Italic and Times New Roman Bold may be used for emphasis of a few words within body copy.
- For instructions within body copy, see italic body copy below.

b. Italic body copy

The text is *11-point italic Times New Roman* with 14-point spacing, flush left. The italic typeface may be used for instructions within blocks of 11-point body copy or under signature lines.

c. Type below signature line

The font is *11-point italic Times New Roman*.

d. Spanish body copy

The font is *11-point Times New Roman* with 14-point spacing.

Lines

Blank lines under fillable fields are one-half point. Use 14-point line spacing for blanks.

Boxes

Borders are 1 point. (For example, DV-130, items 2 and 4.)

Headings

a. Headline/Major headings

The text is *14-point bold Arial* with 15-point spacing, flush left. Leave a 9-point blank after a heading.

What orders do you want? Check the boxes that apply to your case.

Clerk's Certificate

Proof of Personal Service

b. Item heading

The text is *12-point bold Arial* with 14-point spacing, flush left.

Personal Conduct Orders

c. Information sheet/pamphlet item heading

The text is *12-point bold Arial* with 14-point spacing, flush left.

What is "service"?

d. "White on Black" Headings and Notices

The text is *12-point bold Arial*, white, centered horizontally and vertically in a .25 inch high rectangle.

The black box should not extend from the beginning and end of the text.

Bubble Numbers

a. Large bubble numbers (in margin)

The number is *11-point bold Arial*, circle text, centered in a .25 inch by .25 inch circle with a one-half-point border.

The space after the large bubble numbers is .125 inch.

b. Small bubble numbers (within body copy)

The number is *10-point bold Arial* (8-point for two-digit numbers), circle text, centered in a .175 inch by .175 inch circle with a one-half-point border.

Leave 1 space before and after a small bubble number. However, do not leave a space between a bubble number and punctuation following it.

Check Boxes and Other Special Characters

a. Open check boxes

The check boxes are .125 inch square. The borders are one-half point. Leave 2 spaces (.10) before and after check boxes that follow item numbers.

b. Multiple check boxes on same line

Leave at least 3 spaces between short, unnumbered items on the same line: Sex: M F
Leave 6 spaces between multiple, unnumbered items occurring within a sentence:

x. Home Job Car of person in 1

c. Check boxes with check marks

The check boxes are .125 inch square. The borders are three-fourths point. A check mark is superimposed in the box. This element is included in the Toolkit.

d. Arrow on signature line

The arrow is a *Wingding 3*, .25 inch by .25 inch. The arrow is inserted as a symbol.

e. Solid round bullets

The bullets are available in the Toolkit.

f. Hearing date, End Date, Sign Here balloon

The text is *10-point bold Arial*, centered in a rounded, square box .5 inch high by .625 inch wide, with 2-point borders rounded to .15 inch.

g. Date line

Leave a 1.5 inch blank for the date.

FOOTER

First Page

a. Line

The line is 2 points.

b. Publication and authority information (bottom left)

The text is *6-point Arial* with 8-point spacing, flush left.

Judicial Council of California, www.courtinfo.ca.gov
Revised January 1, 2004, Mandatory Form
Family Code, §§ 6200 and 6201

Request For Proposal
Judicial Council Forms and Website Plain Language Project

c. Form title

The title is *12-point bold Arial* with 12-point spacing (type may be reduced to 11 points to fit a long title), centered.

Request for Order

d. Form family or other information

The text is *10-point bold Arial* with 10-point spacing, centered below form title, in parentheses. If space is an issue, 9-point type may be used.

(Domestic Violence Prevention)

e. Form number (bottom right)

The form number is *9-point bold Arial*.

f. Page number (bottom right)

The page number follows the form number, separated by a comma. It is *8-point Arial* with 10-point spacing, flush right.

DV-100, Page 1 of 3

g. Continued arrow (bottom right)

The arrow is an *11-point Wingding*, flush right.

Subsequent Pages

The only thing different about subsequent pages is that the publication information on the left includes only the date of revision, adoption, or approval.

Revised January 1, 2004